



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

Former cases have held a Syrian, an Armenian, and a Parsee entitled to naturalization as "free white persons." See 23 HARV. L. REV. 561; 24 HARV. L. REV. 150. The principal case follows from those. The argument is that the phrase employed by the statute is merely a "catch-all" for others than negroes and Indians; that Mongolians and Asiatics have been excluded by judicial construction; and hence that all Europeans and Asiatics not allied to those races are eligible. See 23 HARV. L. REV. 561.

BILLS AND NOTES — SET-OFF BY SURETY MAKER OF PROMISSORY NOTE AGAINST INSOLVENT BANK. — During insolvency proceedings against the defendant bank, the appellant, a surety co-maker of a promissory note payable to the bank, filed an intervening petition seeking to have her deposit set off in payment of the note. The principal maker of the note was solvent. *Held*, that the petition be denied. *Knaffle v. Knoxville Banking & Trust Co.*, 159 S. W. 838 (Tenn.).

The court in the principal case assumes that at law the maker of a note is absolutely liable thereon irrespective of a suretyship relation, and such has been the construction placed by the courts on §§ 119, 120, and 192 of the Negotiable Instruments Law. *Vanderford v. Farmers' Bank*, 105 Md. 164, 66 Atl. 47; *Cellers v. Meachem*, 49 Ore. 186, 89 Pac. 426; *contra*, *Fullerton Lumber Co. v. Snouffer*, 139 La. 176, 117 N. W. 50. See 26 HARV. L. REV. 366. This construction seems questionable, and certainly the result is undesirable as doing away with the established common-law suretyship defenses. See BRANNAN, NEGOTIABLE INSTRUMENTS LAW, 117; 11 Am. Law Notes, 105. If the above construction were adopted in the principal case, the appellant, being absolutely liable, should be allowed the well-recognized right to an equitable set-off against an insolvent creditor. See WATERMAN, SET-OFF, RECOUPMENT, AND COUNTER CLAIM, § 306. But the court holds that, irrespective of the effect of the statute on the liabilities of the parties at law, a court of equity can consider the true relation between the parties. *Building and Engineering Co. v. Northern Bank*, 206 N. Y. 400, 99 N. E. 1044. This reasoning seems unsound, as statutes are to be considered as framed with reference to equitable as well as legal doctrines, unless otherwise expressly stated. See *Edwards v. Edwards*, 2 Ch. D. 291, 297; ENDLICH, INTERPRETATION OF STATUTES, 446. It seems probable that the court, in using this language, is indirectly disagreeing with the above generally accepted construction. But if the common construction is incorrect and the common-law doctrines of suretyship are not abolished, the fact that the supreme courts of six states have decided otherwise, and that three states, Wisconsin, Illinois, and Kansas, have refused to adopt the sections in question in their present form, would seem to make an amendment of these sections imperative. See 26 HARV. L. REV. 594-596.

CARRIERS — PASSENGERS: DUTY TO ACCEPT AND CARRY PASSENGERS — RIGHT OF SICK PASSENGERS TO DEMAND TRANSPORTATION IN BAGGAGE CAR. — The plaintiff's intestate offered himself to the defendant for transportation to Atlanta where he was to undergo an operation for appendicitis. He was upon a cot and demanded the right to be placed in the baggage car. The defendant refused, and the deceased was taken into the smoking car, in which it was impossible to place him in other than a cramped position. This resulted in the bursting of the appendix, causing his death. *Held*, that the plaintiff may not recover. *Central of Georgia Ry. Co. v. Fleming*, 79 S. E. 369 (Ct. App., Ga.).

The plaintiff argued that the defendant owed a duty to the deceased to carry him in the baggage car. There is almost no authority on the question. Where a person is unattended and so seriously ill as to require medical aid, it was held that the carrier might refuse transportation altogether. *Connors v. Cunard Steamship Co.*, 204 Mass. 310, 90 N. E. 601. There, however, the carrier's re-